GUARANTY

DEFINITIONS:

THE GUARANTOR:	Foundry Realty LLC, a Massachusetts limited liability company, 314-330 West Second Street, Unit C-1 South Boston, MA 02126
THE LENDER:	LBM Financial, LLC 894 Boston Post Road Marlborough, MA 01752
THE BORROWER:	655 Corporation 314 West Second Street South Boston, MA 02126
THE LOAN AMOUNT:	$1,200,000.00

This Guaranty is executed and delivered to induce the Lender to lend the Loan Amount to the Borrower said loan being evidenced by a Note of the Borrower dated May 9, 2003, (the "Note") drawn to the order of the Lender in the Loan Amount. The Note and any other instrument given as security for or in connection with the indebtedness evidenced by the Note are herein called the Loan Documents.

The Guarantor, represents, warrants and covenants as follows:

1. The Note and any other instruments were duly authorized and executed by the Borrower and are legal, valid and binding instruments enforceable against the Borrower in accordance with their respective terms.

2. The Guarantor unconditionally guarantees to the Lender the full and punctual payment of all principal and interest payable under the Note as and when said principal and interest shall be payable at the times provided in the Note, or by acceleration at the option of the holder in accordance with the provisions of the Note, and also the payment of all other sums provided in the Note to be paid.

3. The Guarantor unconditionally guarantees to the Lender the full, complete and punctual performance of all the Borrower's obligations under all documents incident to the Loan and further guarantees that all the representations and warranties in the Loan documents made by the Borrower are true and accurate.

4. Upon any and every default by the Borrower of any of the obligations of the Borrower under any document incident to the Note, the liability of the Guarantor shall be effective immediately and without notice, except as may be required by the Note, and shall be satisfied as to such default on demand; and, without limiting the generality of the foregoing, the Lender shall have no obligation to exercise any right or remedy or to seek any recovery from the Borrower or to realize upon any security prior to proceeding hereunder against the Guarantor, and, likewise, the enforcement of the Lender's rights against the security given by the Borrower for the loan contemplated by the loan shall not impair the right of the Lender to enforce this Guaranty, the Guarantor expressly agreeing that any such action by the Lender shall never operate as a release of the liability of him under this Guaranty.

5. The Guarantor guarantees to the Lender the payment of any and all expenses paid or incurred by the Lender (including reasonable attorney's fees) in connection with the enforcement of the obligations guaranteed hereunder and the obligations of the Guarantor hereunder.

6. The liability of the Guarantor shall be unaffected by (i) any amendment or modification of the provisions of the Note or any other instrument between the Borrower and the Lender, (ii) any extensions of time for performance required thereby, or (iii) the release of the Borrower, by operation of law or otherwise (including, without limitation, in bankruptcy or insolvency proceedings), from performance of any of the obligations of the Borrower contained in any of said instruments, or (iv) any substitution, exchange or release of collateral for the Borrower's obligations, in each case whether with or without notice of acceptance of this Guaranty, presentment, demand for payment, protest, notice of nonpayment and notice of other default.

7. The Guarantor agrees that failure of the Lender in any one instance to proceed against the Guarantor to enforce any of its rights hereunder with respect to any default shall not constitute a waiver of the Lender's right thereafter to proceed to enforce its rights with respect to such default or to any or all other defaults of the Borrower under the Loan Documents. The Guarantor shall not assert or interpose any suretyship defense whatsoever.

8. Upon full payment of the Note and such other indebtedness as may be secured by the Pledges, the obligations of the Guarantor thereafter accruing under this Guaranty shall cease, become null and void and be of no further force or effect.

9. The fact that the Lender shall permit the Note to remain unpaid at and after the maturity date of the Note and shall accept payments shall not be deemed a waiver of the right of the Lender to demand payment at any time after the maturity date.

10. This Guaranty is intended to take effect as a sealed instrument and shall inure to the benefit of the Lender and its successors and assigns, and shall be binding upon the Guarantor and his heirs, executors, administrators, and assigns; and all rights and remedies of the parties shall be determined as to their validity, construction, effect and enforcement, and in all other respects of the same or different nature, by the laws of the Commonwealth of Massachusetts.

11. The Guarantor shall provide to the Lender, upon reasonable request, and not less than annually throughout the term of this loan, personal financial statements prepared in accordance with generally accepted accounting principles and signed by the Guarantor and rental information on forms provided by the Lender. Such statements, as well as personal federal and state tax returns which have been signed and filed, shall be submitted within four (4) months after the conclusion of each calendar year. Failure to provide the Lender with any of the required financial statements or tax returns shall constitute a default under this Guaranty and Loan, for which the Lender shall have the right to declare the Note to be in default and to pursue its remedies under the Note and Mortgage and Security Agreement, and all remedies available at law or in equity.

12. If this Guaranty is signed by two or more persons, each Guarantor shall be jointly and severally liable for all of the terms and conditions of this Guaranty. As used herein, Guarantor shall mean Guarantor(s).

WITNESS its hand and seal this 9th day of May, 2003.

IN THE PRESENCE OF:

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Foundry Realty LLC

By: ________________________

Stuart H. Sojcher, Manager